

CONTRACT NO. \_\_\_\_\_

**THE STATE OF ARIZONA  
COUNTY OF MARICOPA**

**KNOW ALL BY THESE PRESENT**

**MEMORANDUM OF UNDERSTANDING  
AMONG**

**CITY OF AVONDALE, CITY OF CHANDLER, CITY OF EL MIRAGE, TOWN OF GILBERT, CITY OF  
GLENDALE, CITY OF GOODYEAR, CITY OF MESA, CITY OF PEORIA, CITY OF PHOENIX, CITY  
OF SCOTTSDALE, CITY OF SURPRISE, CITY OF TEMPE, AND COUNTY OF MARICOPA, ARIZONA**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM  
FY 2009 LOCAL SOLICITATION**

This Memorandum of Understanding (MOU) is made and entered into by and among the COUNTY of MARICOPA, hereinafter referred to as COUNTY; and the CITY of AVONDALE; and the CITY of CHANDLER; and the CITY of EL MIRAGE; and the TOWN of GILBERT; and the CITY of GLENDALE; and the CITY of GOODYEAR; and the CITY of MESA; and the CITY of PEORIA; and the CITY of PHOENIX; and the CITY of SCOTTSDALE; and the CITY of SURPRISE; and the CITY of TEMPE, hereinafter referred to as CITIES and TOWNS; all of Maricopa County, State of Arizona, witnesseth:

**WHEREAS**, this MOU is made under the authority of A.R.S. §§11-201, -251:

**WHEREAS**, the CITIES and TOWNS and the COUNTY have become entitled to certain grant funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this MOU is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the COUNTY agrees to receive \$2,429,831 from the JAG award for the Maricopa County JAG Program; and

**WHEREAS**, the CITIES and TOWNS and COUNTY believe it to be in their best interests to reallocate the JAG funds;

**NOW THEREFORE**, the COUNTY and CITIES and TOWNS agree as follows:

**Section 1**

COUNTY agrees to pay City of Avondale a total of \$12,254 of JAG funds.  
COUNTY agrees to pay City of Chandler a total of \$101,205 of JAG funds.  
COUNTY agrees to pay City of El Mirage a total of \$11,334 of JAG funds.  
COUNTY agrees to pay Town of Gilbert a total of \$28,242 of JAG funds.  
COUNTY agrees to pay City of Glendale a total of \$172,060 of JAG funds.  
COUNTY agrees to pay City of Goodyear a total of \$14,172 of JAG funds.  
COUNTY agrees to pay City of Mesa a total of \$253,803 of JAG funds.  
COUNTY agrees to pay City of Peoria a total of \$38,058 of JAG funds.  
COUNTY agrees to pay City of Phoenix a total of \$1,268,192 of JAG funds.  
COUNTY agrees to pay City of Scottsdale a total of \$55,196 of JAG funds.  
COUNTY agrees to pay City of Surprise a total of \$14,401 of JAG funds.  
COUNTY agrees to pay City of Tempe a total of \$118,919 of JAG funds. ✓

All payments to CITIES and TOWNS will be made within thirty (30) days after receipt of the JAG funds by COUNTY.

**Section 2**

COUNTY agrees to use \$341,995 for the JAG Program until September 30, 2012.

Section 3

1. **Term.** This Agreement shall be in effect for the term of the FY2009 JAG grant, being October 1, 2008 through September 30, 2012, unless terminated sooner in accordance with the terms of the grant, and such reasonable time thereafter as may be needed to complete the administration of the grant.
2. **Obligations of the COUNTY.** The COUNTY agrees to administer the Funds as provided in Section 1, and shall:
  - A. Ensure that the funds received by COUNTY are dispersed to the CITIES and TOWNS in accordance to this MOU, and shall
  - B. Collect and transmit to the appropriate Federal funding authorities all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.
3. **Obligations of the CITIES and TOWNS.** During the term of this Agreement;
  - A. The CITIES and TOWNS agree that the COUNTY will administer the Funds as provided in Section 1.
  - B. The CITIES and TOWNS will maintain and provide to the COUNTY all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.
  - C. The CITIES and TOWNS will be responsible for their own actions in providing services under this MOU and shall hold harmless the parties to this MOU from any liability that may arise from the furnishing of the services by the other parties.
4. **DISCLAIMER.** This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, agency, partnership or formal business association or organization of any kind among the parties, and the rights and obligations of the parties shall be only those expressly set forth in this MOU.
5. **NON-AVAILABILITY OF FUNDS.** Each payment obligation of the parties created hereby is conditioned on the availability of funds. The parties recognize that the continuation of this MOU after the close of any of their respective fiscal years shall be subject to the approval of their respective governing bodies providing an appropriation covering this item as an expenditure. None of the parties represent that said budget items will be actually adopted.

6. NOTICES. Notices provided under this Agreement shall be directed to the following persons:

<p>The <b>COUNTY</b>:</p> <p>Teresa Tschupp C/O Juvenile Probation Department Finance Office 3125 W. Durango Phoenix, AZ 85009 602-372-0332 Fax: 602-506-4165</p>	<p>The CITY of <b>AVONDALE</b></p> <p>Name: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>City/St/Zip: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>
<p>The CITY of <b>CHANDLER</b></p> <p>Name: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>City/St/Zip: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>	<p>The CITY of <b>EL MIRAGE</b></p> <p>Name: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>City/St/Zip: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>
<p>The TOWN of <b>GILBERT</b></p> <p>Name: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>City/St/Zip: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>	<p>The CITY of <b>GLENDALE</b></p> <p>Name: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>City/St/Zip: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>
<p>The CITY of <b>GOODYEAR</b></p> <p>Name: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>City/St/Zip: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>	<p>The CITY of <b>MESA</b></p> <p>Name: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>City/St/Zip: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>

<b>The CITY of <u>PEORIA</u></b> Name: _____ Address: _____ Address: _____ Address: _____ City/St/Zip: _____ Phone: _____ Fax: _____ 	<b>The CITY of <u>PHOENIX</u></b> Name: _____ Address: _____ Address: _____ Address: _____ City/St/Zip: _____ Phone: _____ Fax: _____ 
<b>The CITY of <u>SCOTTSDALE</u></b> Name: _____ Address: _____ Address: _____ Address: _____ City/St/Zip: _____ Phone: _____ Fax: _____ 	<b>The CITY of <u>SURPRISE</u></b> Name: _____ Address: _____ Address: _____ Address: _____ City/St/Zip: _____ Phone: _____ Fax: _____ 
<b>The CITY of <u>TEMPE</u></b> Name: Chief of Police Tom Ryff Address: 120 East Fifth Street Address: _____ Address: _____ City/St/Zip: Tempe, AZ 85281 Phone: 480-350-8306 Fax: 480-350-8337 	

**Section 4**

The parties to this MOU do ~~not intend for any third party~~ to obtain a right by virtue of this MOU.

**Section 5**

**CONFLICT OF INTEREST.** This MOU is subject to A.R.S. §38-511.

**Section 6**

By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein; further, this MOU shall not create any rights in any party not a signatory hereto.

**Section 7**

This MOU shall not be effective until filed with the Maricopa County Recorder's Office.

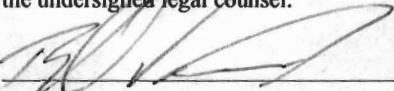
Section 8

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, all Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____ Deputy County Attorney Date</p>	<p><b>MARICOPA COUNTY</b></p> <p>By: _____ Max Wilson</p> <p>Its: <u>Chairman of the Board of Supervisors</u></p> <p>Attest: _____ Fran McCarroll, Clerk of the Board</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____ Avondale City Attorney Date</p>	<p><b>CITY OF AVONDALE</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____ Chandler City Attorney Date</p>	<p><b>CITY OF CHANDLER</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____ El Mirage City Attorney Date</p>	<p><b>CITY OF EL MIRAGE</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>

<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Gilbert Town Attorney Date</p>	<p><b>TOWN OF GILBERT</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Glendale City Attorney Date</p>	<p><b>CITY OF GLENDALE</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Goodyear City Attorney Date</p>	<p><b>CITY OF GOODYEAR</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Mesa City Attorney Date</p>	<p><b>CITY OF MESA</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Peoria City Attorney Date</p>	<p><b>CITY OF PEORIA</b></p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>



<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p>	<p><b>CITY OF PHOENIX</b></p>
<p>_____ Phoenix City Attorney Date</p>	<p>By: _____ Type Name: _____ Its: _____ Attest: _____ DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p>	<p><b>CITY OF SCOTTSDALE</b></p>
<p>_____ Scottsdale City Attorney Date</p>	<p>By: _____ Type Name: _____ Its: _____ Attest: _____ DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p>	<p><b>CITY OF SURPRISE</b></p>
<p>_____ Surprise City Attorney Date</p>	<p>By: _____ Type Name: _____ Its: _____ Attest: _____ DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p>	<p><b>CITY OF TEMPE</b></p>
<p> 6/30/09 Tempe City Attorney Date</p>	<p>By: _____ Type Name: _____ Its: _____ Attest: _____ DATE: _____</p>